

STEPTOE & JOHNSON

ATTORNEYS AT LAW

PHOENIX, ARIZONA

TELEPHONE: (602) 266-6610
FACSIMILE: (602) 274-1970

1330 CONNECTICUT AVENUE, N.W.
WASHINGTON, D.C. 20036-1795

(202) 429-3000
FACSIMILE: (202) 429-9204
TELEX: 89-2503

S&J LEX INTERNATIONAL
AFFILIATE IN MOSCOW, U.S.S.R.

TELEPHONE: 011-7-095-290-5775
FACSIMILE: 011-7-095-415-2920

ROBERT J. CORBER
(202) 429-8108

7413/B
RECORDED IN INDEX

DEC 10 1990 -9 45 AM

December 10, 1990

INTERSTATE COMMERCE COMMISSION

The Honorable Sidney L. Strickland, Jr.
Secretary
Interstate Commerce Commission
Room 2215
12th Street & Constitution Avenue, N.W.
Washington, D.C. 20423

Dear Mr. Strickland:

I have enclosed an original and two counterparts or copies of the document described below, to be filed and recorded pursuant to Section 11303 of Title 49 of the United States Code. It relates to the railroad rolling stock identified below.

This document is a Release and Bill of Sale, a secondary document, dated November 26, 1990 from Mercantile-Safe Deposit and Trust Company to Chicago and North Western Transportation Company.

The primary document to which this Release and Bill of Sale is connected is the Conditional Sale Agreement recorded under Recordation No. 7413. Accordingly, it is requested that this document be given the next available letter designation under Recordation No. 7413.

The names and addresses of the parties to the document are as follows:

Assignee:

Mercantile-Safe Deposit and
Trust Company
2 Hopkins Plaza
Baltimore, Maryland 21203

The Honorable Sidney L. Strickland, Jr.
December 10, 1990
Page 2

Purchaser:

Chicago and North Western
Transportation Company
One North Western Center
Chicago, Illinois 60606

Please file and record the document with indexing under the foregoing names.

A description of the equipment covered by the document follows:

Railroad rolling stock identified in Schedule B of the primary document, as the same may have been supplemented or amended.

A fee of \$15.00 is enclosed for the recordation. Please return the original and any extra copies not needed by the Commission for recordation to the person presenting this letter.

A short summary of the document to appear in the index follows:

Release and Bill of Sale dated November 26, 1990 from Mercantile-Safe Deposit and Trust Company to Chicago and North Western Transportation Company, covering the railroad rolling stock identified in Schedule B of the primary document, as the same may have been supplemented or amended.

Very truly yours,



Robert J. Corber
Attorney for Chicago and North
Western Transportation Company

Enclosures

~~SECRET~~ 7413-B
DEC 10 1990 -9 45 AM

INTERSTATE COMMERCE COMMISSION

Counterpart No. 3 of 4

A-8773

A195

RELEASE AND BILL OF SALE

WHEREAS, under the terms of CONDITIONAL SALE AGREEMENT dated as of February 1, 1974, (hereinafter called the "Conditional Sale Agreement") between GENERAL MOTORS CORPORATION (ELECTRO-MOTIVE DIVISION) (hereinafter called "Seller") and CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation (hereinafter called "Railroad"), Seller agreed to sell and deliver to the Railroad and Railroad agreed to purchase the railroad equipment described on Schedule B attached to the Conditional Sale Agreement, (hereinafter referred to as "Equipment"); and

WHEREAS, under the terms of AGREEMENT AND ASSIGNMENT dated as of February 1, 1974, (hereinafter called the "Agreement and Assignment") between Seller and MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as agent (hereinafter referred to as "Assignee"), Seller sold, assigned, transferred and set over all right, title and interest under the aforesaid Conditional Sale Agreement and all right, title and interest to said Equipment to Assignee; and

WHEREAS, Assignee has received from Railroad full payment due under said Conditional Sale Agreement and Agreement and Assignment and the conditions and obligations of Railroad with respect to the Equipment have been satisfied in full

NOW, THEREFORE, Assignee, in consideration of the sum of One Dollar (\$1.00 to it in hand paid by Railroad, the receipt whereof is hereby acknowledged, DOE HEREBY SELL, ASSIGN, CONVEY, TRANSFER AND SET OVER TO CHICAGO AND NORTH WESTER TRANSPORTATION COMPANY, the Equipment, TO HAVE AND TO HOLD the Equipment unt CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, its successors and assign forever, free and clear of all liens, encumbrances and security interests create by or arising under the above mentioned Conditional Sale Agreement and Agreeemer and Assignment.

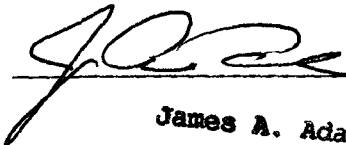
Assignee does hereby covenant that it has not done anything whereby tl Equipment hereby conveyed is or may be in any manner encumbered or charged; th the Equipment is free and clear of all liens and encumbrances of every kind a nature whatsoever created by Assignee or arising out of any act, obligation i liability on its party. The Assignee hereby authorizes removal from the Equipme of any and all ownership plates and other markings of Assignee.

IN WITNESS WHEREOF, Mercantile-Safe Deposit and Trust Company has caused this instrument to be executed in its corporate name by one of its Vice Presidents and attested by one of its Banking Officers, this 26th day of NOVEMBER A.D. 1990.

MERCANTILE-SAFE DEPOSIT
AND TRUST COMPANY

By 
Vice President

ATTEST:


James A. Adams
Corporate Trust Officer

STATE OF MARYLAND)
COUNTY OF Hartford) SS

On this 26th day of NOVEMBER, 1990, before me personally appeared John M. Mitchell and James A. Adams to me personally known, who, being by me duly sworn, says that they are, respectively, a Vice President and a Banking Officer of Mercantile-Safe Deposit and Trust Company, a corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Gracia E. Zukresh.
Notary Public

My Commission Expires

July 1, 1995

(NOTARY SEAL)

AMENDMENT AGREEMENT, dated as of August 1, 1974, among Chicago and North Western Transportation Company (hereinafter called the Railroad), General Motors Corporation (Electro-Motive Division) (hereinafter called the Builder and Mercantile-Safe Deposit and Trust Company, as agent (hereinafter called the Assignee).

WHEREAS the Railroad and the Builder have entered into a Conditional Sale Agreement dated as of February 1, 1974 (hereinafter called the Conditional Sale Agreement);

WHEREAS the Builder and the Assignee have entered into an Agreement and Assignment dated as of February 1, 1974 (hereinafter called the Assignment);

WHEREAS the Conditional Sale Agreement and the Assignment were filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on February 27, 1974, at 9:50 a.m., and were assigned recordation number 7413; and

WHEREAS the parties hereto now desire to amend the Conditional Sale Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto hereby agree as follows:

1. The first and second paragraphs of Article 8 of the Conditional Sale Agreement are hereby amended to read as follows:

"In the event that any unit of the Equipment (a) shall be worn out, lost, stolen, destroyed, irreparably damaged or otherwise rendered permanently unfit for use from any cause whatsoever, or shall be taken or requisitioned by condemnation or otherwise, or (b) in the judgment of the Railroad, shall become obsolete or no longer useful or necessary to the operations of the Railroad, or shall require substantial additions or improvements thereto or the rebuilding thereof in order to be operated efficiently or economically or in conformity with the terms and provisions of this Agreement (such occurrences specified in clause (a) or (b) being hereinafter called Casualty Occurrences), the Railroad shall promptly (after it has knowledge of such Casualty Occurrence) and fully inform the Vendor in regard thereto. When the aggregate Casualty Value (as defined herein) of all units having suffered a Casualty Occurrence (exclusive of units having suffered a Casualty Occurrence with respect to which a payment shall have been made to the Vendor pursuant to this Article 8) hereunder shall exceed \$200,000 (or such lesser amount as the Railroad may elect), the Railroad, within 30 days after it has knowledge of such event, shall promptly pay to the Vendor a sum equal to the aggregate Casualty Value of such units of the Equipment as of the date of such payment and shall file with the Vendor a certificate of an officer of the Railroad setting forth the Casualty Value of each unit of the Equipment suffering a Casualty Occurrence.

"Any money paid to the Vendor pursuant to clause (a) or (b) of the first sentence of the preceding paragraph of this Article 8 shall, as the Railroad may direct in a written instrument filed with the Vendor, be applied (so long as no event of default shall have occurred and be continuing), in whole or in part, to prepay instalments of Conditional Sale Indebtedness or toward the cost of a unit or units of standard-gauge railroad equipment of types similar to the Equipment (other than passenger or work equipment of types other than locomotives) first put into service no earlier than the date of this Agree-

ment, to replace units suffering a Casualty Occurrence. If such replacement equipment shall be equipment theretofore used in railroad service, the Railroad shall deliver to the Vendor a certificate of an officer of the Railroad that the cost of such equipment does not exceed the fair value thereof. Any money paid to the Vendor pursuant to clause (b) of the first sentence of the preceding paragraph of this Article 8 shall only be applied toward the cost of railroad equipment as aforesaid. In case any money is applied to prepay indebtedness, it shall be so applied, on the instalment date for the payment of Conditional Sale Indebtedness next following receipt by the Vendor of such written direction, to reduce instalments thereafter falling due in the inverse order of maturity thereof without premium."

2. The Assignment is hereby amended to permit the aforesaid amendment to the Conditional Sale Agreement as though originally set forth therein.

3. The Railroad will promptly cause this Amendment Agreement to be filed and recorded in accordance with the provisions of Article 19 of the Conditional Sale Agreement.

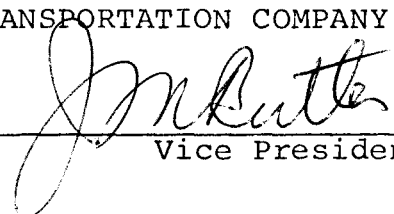
4. Except as amended hereby, the Conditional Sale Agreement and the Assignment shall remain unaltered and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized, and their respective corporate seals, duly attested, to be hereunto affixed as of the day

and year first above written.

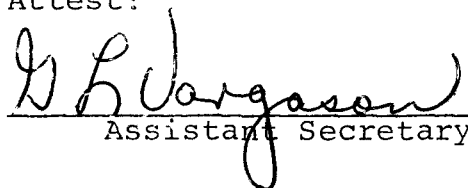
CHICAGO AND NORTH WESTERN
TRANSPORTATION COMPANY,

by


Vice President

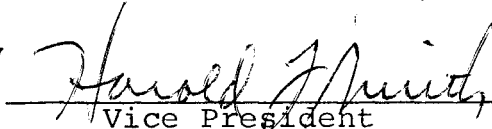
[Corporate Seal]

Attest:


Assistant Secretary

GENERAL MOTORS CORPORATION
(Electro-Motive Division),

by


Vice President

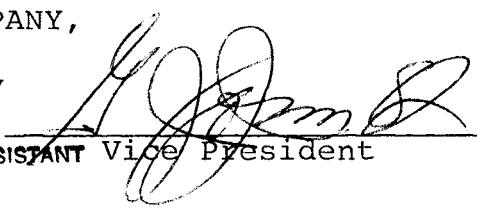
[Corporate Seal]

Attest:


Assistant Secretary


MERCANTILE-SAFE DEPOSIT AND TRU
COMPANY,

by


ASSISTANT Vice President

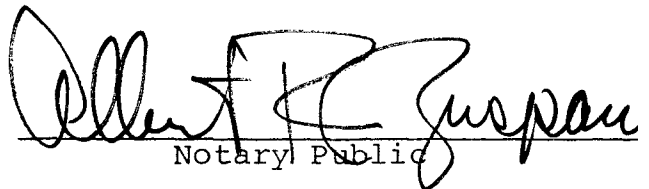
[Corporate Seal]

Attest:


Authorized Officer
CORPORATE TRUST OFFICER

STATE OF ILLINOIS,)
) ss.:
COUNTY OF COOK,)

On this 11th day of September 1974, before me personally appeared J.M. BUTLER, to me personally known, who, being by me duly sworn, says that he is Vice President of CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

[NOTARIAL SEAL]

My Commission expires August 22, 1977

ALBERT R. ZUSPANN
Notary Public
Cook Co. Illinois
My Commission Expires August 22, 1977.

STATE OF MARYLAND,)
) ss.:
CITY OF BALTIMORE,)

On this 21st day of August 1974, before me personally appeared G. J. Johnston, to me personally known, who, being by me duly sworn, says that he is an ASSISTANT Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said Company and that said instrument was signed and sealed on behalf of said Company by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Company


Notary Public

[NOTARIAL SEAL]

My Commission expires

RUSSELL E. SCHREIBER
NOTARY PUBLIC
My Commission Expires July 1, 1978